

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

RATING

PAGE OF PAGES
1 69

2. CONTRACT (Proc. Inst. Ident.) NO.

EP-W-12-021

3. EFFECTIVE DATE

See Block 20C

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

PR-OSWER-12-00458

5. ISSUED BY

CODE

SRRPOD

6. ADMINISTERED BY (If other than Item 5)

CODE

SRRPOD

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)

SYSTEMS RESEARCH AND APPLICATIONS CORPORATION
4300 FAIR LAKES COURT
FAIRFAX VA 220334232

8. DELIVERY

☐ FOB ORIGIN☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES
(4 copies unless otherwise specified)
TO THE ADDRESS SHOWN INITEM
G.2

CODE 097779698

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

US ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF BROWNFIELDS AND
LAND REVITALIZATION
EPA WEST BUILDING
1301 CONSTITUTION AVENUE NW
WASHINGTON DC 20004

12. PAYMENT WILL BE MADE BY

CODE

RTP

RTP FINANCE CENTER
US ENVIRONMENTAL PROTECTION AGENCY
RTP-FINANCE CENTER
MAIL DROP D143-02
109 TW ALEXANDER DRIVE
DURHAM NC 27711

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304 (c) ()☐ 41 U.S.C. 253 (c) ()

14. ACCOUNTING AND APPROPRIATION DATA

See Schedule

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT

\$23,429,119.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

19A. NAME AND TITLE OF SIGNER (Type or print)

18. ☐ SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

20A. NAME OF CONTRACTING OFFICER

Lynette Gallion

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

BY

(Signature of person authorized to sign)

BY

(Signature of the Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EP-W-12-021

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NAME OF OFFEROR OR CONTRACTOR

SYSTEMS RESEARCH AND APPLICATIONS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Office of Brownfields and Land Revitalization Analytical and Technical Support Max Expire Date: 08/13/2017 Accounting Info: 12-E4-D100AG7-301D79-2505-GQ00BZ00-12D1D2E031-001 BFY: 12 Fund: E4 Budget Org: D100AG7 Program (PRC): 301D79 Budget (BOC): 2505 Job #: GQ00BZ00 DCN - Line ID: 12D1D2E031-001				

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PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES/PRICES

B.1 ACCOUNTING INFORMATION

The following accounting information shall fund the minimum value of this contract:

DCN - Line ID: 12D1D2E031-001

BFY: 12

Fund: E4

Budget Org: D100AG7

Program (PRC): 301D79

Budget (BOC): 2505

Job #: GQ00BZ00

Amount: \$100,000.00

B.2 DESCRIPTION OF CONTRACT

This is a U.S. Environmental Protection Agency (EPA) contract to obtain contractor services to support the mission of the Office of Brownfields and Land Revitalization (OBLR) and its regional counterparts.

This is a Multiple Award Indefinite-Delivery Indefinite-Quantity (IDIQ) contract with fixed labor rates for services. Work to be performed under this contract shall be ordered through task orders placed pursuant to the ordering procedures described herein. All task orders placed under this contract will be within the scope of the Contract Statement of Work (Attachment 1).

B.3 ORDERING PROCEDURES

- (a) **PROCEDURES.** The Ordering Officer will follow the procedures of FAR 16.505 in conjunction with the procedures in this section when placing task orders under this contract.
- (b) **FAIR OPPORTUNITY.** Each multiple award contractor will be given fair opportunity to be considered for all task orders exceeding \$3,000 unless one of the following statutory exceptions applies:
 - (1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
 - (2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
 - (3) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
 - (4) It is necessary to place an order to satisfy a minimum guarantee.
- (c) **REQUEST FOR OFFERS.** The Ordering Officer will initiate a new task order solicitation through a Request for Offers (RFO) from all multiple award contractors. An RFO will contain at a minimum the following information:
 - (1) RFO Number
 - (2) RFO Title

- (3) Statement requesting an offer for services to be performed under the OBLR Analytical and Technical Support contracts
 - (4) Submission Instructions for Offers
 - (5) Evaluation Procedures
 - (6) Task Order Statement of Work
 - (7) Task Order Terms and Conditions (if any)
 - (8) Due Date for Offers
 - (9) Any necessary Attachments or Supplemental Information
- (d) **CONFLICT OF INTEREST CERTIFICATION.** When responding to a task order RFO, the contractor shall submit a Conflict of Interest (COI) Certification. Before submitting the COI Certification, the contractor shall search its records accumulated, at a minimum, over the past 3 years immediately prior to the receipt of the task order solicitation. In the certification, the contractor must certify to the best of its knowledge and belief that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that no actual or potential organizational conflicts of interest exist. In addition, the contractor must certify that its personnel who perform work under or relating to the task order have been informed of their obligation to report personal and organizational conflicts of interest to the contractor. The certification shall also include a statement that the contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest and its limitations on future contracting during performance of the task order.
- (e) **SUBMISSION OF OFFERS.** The contractor shall submit an offer to each RFO in accordance with the Submission Instructions described in the RFO. The negotiated fixed labor rates in the section B clause entitled, "FIXED RATES FOR SERVICES – INDEFINITE-DELIVERY / INDEFINITE-QUANTITY CONTRACT" are the contractor's ceiling rates. The contractor may propose discounted rates per task order RFO; however the contractor shall not propose rates higher than the negotiated ceiling rates in the contract. If an offeror proposes discounted rates, those rates will be binding as the ceiling rates per task order.
- (f) **WAIVER FROM SUBMISSION.** Each multiple award contractor shall submit an offer to each RFO unless a written Waiver from Submission is obtained from the Ordering Officer. A waiver will only be granted when:
- (1) The multiple award contractor certifies that a conflict of interest exists and no mitigation of the conflict of interest is possible, or
 - (2) A compelling reason exists for abstaining from the competitive process.
- The contractor shall submit any request for a Waiver from Submission to the Ordering Officer within 5 days of the RFO issuance. The Ordering Officer will respond within 5 days of receiving the request granting or denying the waiver. If a waiver is granted by the Ordering Officer, the contractor is not required to submit an offer to the RFO. If a waiver is not granted by the Ordering Officer, the contractor shall submit an offer to the RFO.
- (g) **EVALUATION OF OFFERS.** The Government will evaluate all offers received in accordance with the evaluation procedures in the RFO. The Ordering Officer has broad discretion in creating evaluation factors and procedures appropriate to each task order solicitation.
- (h) **TASK ORDER AWARD.** Following the evaluation of offers, the Ordering Officer will award a task order to the multiple award contractor whose offer represents the best value to the Government. The

Ordering Officer will make award by sending an incrementally or fully funded task order on Optional Form 347 with the task order statement of work via email to the contractor, Project Officer and Administrative Contracting Officer. The contractor shall acknowledge receipt of each task order by email to the Ordering Officer, Project Officer and Administrative Contracting Officer within 3 days of receipt.

- (i) **TASK ORDER TERMS AND CONDITIONS.** Task orders may include their own special terms and conditions including clauses to which the contractor shall adhere. Task orders may include optional periods and/or optional quantities. All special terms and conditions will be included in the RFO and task order.
- (j) **TASK ORDER TYPE.** Task orders may be solicited and awarded as either Time-and-Materials (T&M) or Firm-Fixed-Price (FFP).
- (k) **ELECTRONIC ORDERING.** Electronic ordering is authorized under this contract.

B.4 PERIOD OF THE CONTRACT

The period of the contract is August 14, 2012 through August 13, 2017.

Task orders may be placed at any point during the stated period of performance of the contract. Individual orders will have unique periods of performance which may include optional periods. No task order may have a period of performance that goes longer than 365 calendar days beyond the end of the period of this contract.

B.5 MINIMUM AND MAXIMUM AMOUNTS

The total minimum value of this contract is: \$100,000.00
 The total maximum potential value of this contract is: \$23,429,119.00

The total maximum potential value of this contract represents the Government's total estimated requirement. The Government is not required to order the maximum potential value of the contract. The actual value of the contract will depend on the number and size of task orders awarded to the contractor under this contract.

B.6 OTHER DIRECT COSTS

Other direct costs (ODCs), including direct materials and travel, shall be proposed by the contractor for each individual task order solicitation as needed. Reasonable and allocable material handling costs and indirect costs may be included in the charge for ODCs to the extent those costs are clearly excluded from the contractor's fully burdened labor rates.

The total maximum value of Other Direct Costs for the duration of this contract is \$2,969,324.00. ODC's in excess of this amount are not allowable as a charge to this contract without the prior written approval of the Contracting Officer.

The contractor shall conduct all travel within the continental United States in accordance with GSA Federal Travel Regulations (FTR) in affect at the time of the travel. The contractor shall conduct all travel outside the continental United States in accordance with the Department of Defense's Joint Travel Regulations (JTR) in affect at the time of travel.

B.7 FIXED RATES FOR SERVICES-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984)

The following fixed rates shall apply for payment purposes for the duration of the contact:

**Labor category is subject to KEY PERSONNEL (EPAAR 1552.237-72)*

SRA

Labor Category	Loaded Hourly Rates				
	Year 1	Year 2	Year 3	Year 4	Year 5
	8/14/2012– 8/13/2013	8/14/2013– 8/13/2014	8/14/2014– 8/13/2015	8/14/2015– 8/13/2016	8/14/2016– 8/13/2017
Program Manager	\$ (b)(4)				
Project Manager	\$				
Engineer 3	\$				
Engineer 2	\$				
Engineer 1	\$				
Scientist 3	\$				
Scientist 2	\$				
Scientist 1	\$				
Analyst 3	\$				
Analyst 2	\$				
Analyst 1	\$				
Technician 3	\$				
Technician 2	\$				
Technician 1	\$				
Researcher 3	\$				
Researcher 2	\$				
Researcher 1	\$				
Communications Specialist 3	\$				
Communications Specialist 2	\$				
Communications Specialist 1	\$				
Training Specialist 3	\$				
Training Specialist 2	\$				
Training Specialist 1	\$				
Event Specialist 3	\$				
Event Specialist 2	\$				
Event Specialist 1	\$				
Quality Assurance Specialist	\$				

Administrative/Clerical	\$	(b)(4)
Land Revitalization Specialist 3	\$	
Land Revitalization Specialist 2	\$	
Land Revitalization Specialist 1	\$	
Large Conference/Event Specialist	\$	

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	Loaded Hourly Rates				
	Year 1	Year 2	Year 3	Year 4	Year 5
	8/14/2012– 8/13/2013	8/14/2013– 8/13/2014	8/14/2014– 8/13/2015	8/14/2015– 8/13/2016	8/14/2016– 8/13/2017
Labor Category					
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Labor Category	Loaded Hourly Rates				
	Year 1	Year 2	Year 3	Year 4	Year 5
	8/14/2012– 8/13/2013	8/14/2013– 8/13/2014	8/14/2014– 8/13/2015	8/14/2015– 8/13/2016	8/14/2016– 8/13/2017
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Labor Category	Loaded Hourly Rates				
	Year 1	Year 2	Year 3	Year 4	Year 5
	8/14/2012– 8/13/2013	8/14/2013– 8/13/2014	8/14/2014– 8/13/2015	8/14/2015– 8/13/2016	8/14/2016– 8/13/2017
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Labor Category	Loaded Hourly Rates				
	Year 1	Year 2	Year 3	Year 4	Year 5
	8/14/2012– 8/13/2013	8/14/2013– 8/13/2014	8/14/2014– 8/13/2015	8/14/2015– 8/13/2016	8/14/2016– 8/13/2017
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Labor Category	Loaded Hourly Rates				
	Year 1	Year 2	Year 3	Year 4	Year 5
	8/14/2012– 8/13/2013	8/14/2013– 8/13/2014	8/14/2014– 8/13/2015	8/14/2015– 8/13/2016	8/14/2016– 8/13/2017
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Labor Category	Loaded Hourly Rates				
	Year 1	Year 2	Year 3	Year 4	Year 5
	8/14/2012– 8/13/2013	8/14/2013– 8/13/2014	8/14/2014– 8/13/2015	8/14/2015– 8/13/2016	8/14/2016– 8/13/2017
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Labor Category	Loaded Hourly Rates				
	Year 1	Year 2	Year 3	Year 4	Year 5
	8/14/2012– 8/13/2013	8/14/2013– 8/13/2014	8/14/2014– 8/13/2015	8/14/2015– 8/13/2016	8/14/2016– 8/13/2017
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Labor Category	Loaded Hourly Rates				
	Year 1 8/14/2012–	Year 2 8/14/2013–	Year 3 8/14/2014–	Year 4 8/14/2015–	Year 5 8/14/2016–

	8/13/2013	8/13/2014	8/13/2015	8/13/2016	8/13/2017
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Loaded Hourly Rates					
Labor Category					
Year 1	Year 2	Year 3	Year 4	Year 5	
8/14/2012– 8/13/2013	8/14/2013– 8/13/2014	8/14/2014– 8/13/2015	8/14/2015– 8/13/2016	8/14/2016– 8/13/2017	8/14/2016– 8/13/2017
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Labor Category	Loaded Hourly Rates				
	Year 1	Year 2	Year 3	Year 4	Year 5
	8/14/2012– 8/13/2013	8/14/2013– 8/13/2014	8/14/2014– 8/13/2015	8/14/2015– 8/13/2016	8/14/2016– 8/13/2017
(b)(4)	\$ (b)(4)				
	\$				
	\$				

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The contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual task orders and accepted by the EPA Contracting Officer Technical Representative. The Government shall pay the contractor for the life of a task order at rates in effect when the task order was issued, even if performance under the task order crosses into another period. The contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all task orders.

B.8 NEGOTIATION OF ADDITIONAL FIXED RATES

From time to time, it may be necessary to add additional labor rates to the section B clause entitled, "FIXED RATES FOR SERVICES – INDEFINITE-DELIVERY / INDEFINITE-QUANTITY CONTRACT", with fixed rates negotiated and agreed to between the parties. If mutually agreed upon by the Contracting Officer and the contractor, specific fixed rates for items which are not currently included in the list may be negotiated. During contractor performance, if the contractor identifies additional labor rates for inclusion in the list, or an item for which development of a fixed rate is applicable to an individual task order is appropriate, the contractor shall furnish the Contracting Officer a written request identifying the item and the proposed rate. The request shall include cost and pricing "rate buildup" data supporting the proposed rate.

B.9 LIMITATION OF GOVERNMENT'S OBLIGATIONS UNDER TASK ORDERS

- (a) Regardless of the type of task order issued, the individual Task Order may be incrementally funded.
- (b) Under each task order, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work under a task order beyond that point. The Government will not be obligated in any event and under any circumstances to reimburse the contractor in excess of the amount obligated on a task order except for reimbursement of termination settlement costs as provided for under paragraph (g)(3) of the contract clause entitled "Termination for Convenience of the Government(Cost Reimbursement)(Alternate IV)(Sep 1996)". As used in this clause, the total amount payable by the Government in the event of termination of an applicable Task Order for convenience includes costs, profit, and estimated termination settlement costs for that task order.
- (c) The Contractor will notify the Contracting Officer (CO) and Project Officer (PO), in writing, at least 45 calendar days prior to the date when, in the Contractor's best judgement, the work will reach the point at which the total amount payable by the Government, including if applicable any costs for termination for convenience, will approximate 85% of the total amount then funded on the task order. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance under the task order up to the next scheduled date for incremental funding in the task order, or to a substitute date as determined by the Government pursuant to subparagraph (d) of this clause. The notification will also advise the CO and PO of the estimated amount of additional funds that will be required for the timely performance of the services ordered, for a subsequent period as specified in the task order or

otherwise agreed to by the parties. If, after such notification, the CO does not issue a task order modification obligating additional funds by the date identified in the Contractor's notification, or by an agreed substitute date, the CO will stop work or terminate the task order for which additional funds have not been obligated, pursuant to the clause entitled "Termination for Convenience of the Government." Absent this task order modification, the Government is not obligated to reimburse the contractor for any costs that would exceed the amount funded for the task order under this clause except for reimbursement of termination settlement costs as set forth in paragraph (b) above.

- (d) The parties contemplate that the Government will obligate additional funds for continued performance under the task order and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional obligated funds and to the new estimated period of task order performance. The task order will be modified accordingly.
- (e) If, solely by reason of failure of the Government to obligate additional funds by the dates indicated in a task order, in amounts sufficient for timely performance of the task order requirements, the Contractor incurs additional costs or is delayed in the performance of the work under the task order and if additional funds are obligated, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination obligate additional funds for the performance of the task order.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and obligation of funds for a task order. This clause no longer applies once the task order is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government."

SECTION C – DESCRIPTION/SPECIFICATIONS/ WORK STATEMENT

C.1 CONTRACT STATEMENT OF WORK

See Attachment 1 for Contract Statement of Work.

C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS

The contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board and participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

SECTION D – PACKAGING AND MARKING

(For this Solicitation, there are NO clauses in this section.)

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

REGULATION	NUMBER	DATE	TITLE
FAR	52.246-4	(AUG 1996)	INSPECTION OF SERVICES - FIXED-PRICE
FAR	52.246-6	(MAY 2001)	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR

E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (FEB 1999)

The contractor shall comply with the higher-level quality standard selected below.

<i>Title</i>	<i>Number</i>	<i>Date</i>	<i>Tailoring</i>
Specifications and Systems for Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	1994	See Below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the contractor shall also implement all quality documentation approved by the Government.

(a) Pre-award Documentation

The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

<i>Documentation</i>	<i>Specifications</i>	<i>Due</i>
Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] http://www.epa.gov/quality/qs-docs/r2-final.pdf	With offer
Other Equivalent:		

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

(b) Post-award Documentation:

The contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

<i>Documentation</i>	<i>Specifications</i>	<i>Due</i>
Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] http://www.epa.gov/quality/qs-docs/r2-final.pdf	Original due with offer, Finalized after award during contract performance
Quality Assurance Project Plan for Each Applicable Project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01] http://www.epa.gov/quality/qs-docs/r5-final.pdf	As stated in Task Order solicitation
Project-specific Supplement to Programmatic Quality Assurance Project Plan for Each Applicable Project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01] http://www.epa.gov/quality/qs-docs/r5-final.pdf	As stated in Task Order solicitation
Other Equivalent:		

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA.

The Government will review and return the quality documentation, with comments, and indicate approval or disapproval. If the quality documentation is not approved the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the Government for approval.

The contractor shall not commence work involving environmental data collection, generation, use or reporting until the Government has approved the quality documentation.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

REGULATION	NUMBER	DATE	TITLE
FAR	52.242-15	(AUG 1989)	STOP WORK ORDER
EPAAR	1552.211-76	(APR 1984)	LEGAL ANALYSIS
EPAAR	1552.211-78	(APR 1985)	MANAGEMENT CONSULTING SERVICES

F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)

The contractor shall furnish three (3) of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished for each task order to support the cost.

- (a) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.
- (b) The contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding task order, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.
- (c) The report shall specify financial status at the contract level as follows:
 - (1) For the current reporting period, display the amount claimed.
 - (2) For the cumulative period and the cumulative contract life display: the amount obligated to the contract and each task order, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
 - (3) Labor Hours.
 - (i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.
 - (ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
 - (iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.
 - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
 - (4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if

- applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).
- (5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.
 - (6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.
- (d) The report shall specify financial status at the task order level as follows:
- (1) For the current period, display the amount claimed.
 - (2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.
 - (3) Labor Hours
 - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.
 - (ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
 - (iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
 - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
 - (v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.
 - (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.
 - (5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the work plan.
 - (6) A list of deliverables for each work assignment or delivery order during the reporting period.
- (e) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.
- (f) The reports shall be submitted to the following addresses on or before the 20th of each month following the first complete reporting period of the contract. See Submission of Invoices clause (Section G) for details on the timing of submittals. Distribute reports as follows:

<u>No. of Copies:</u>	<u>Addressee(s):</u>
2 hard copies, 1 electronic copy	Project Officer
1 CD/DVD disc, 1 electronic copy	Contracting Officer

F.3 INHERENTLY GOVERNMENTAL FUNCTIONS

The contractor shall submit all analyses, options, recommendations, reports and training materials required under the contract in draft form for critical review by the Contracting Officer or the Contracting Officer's Representative. The Government will make all final procedural, regulatory, policy and interpretative decisions resulting from the contractor-provided technical support under this contract. The Government will make the final decision on all contractor-provided recommendations. The contractor shall not publish or otherwise release, distribute or disclose any work product generated under this contract without obtaining EPA's express advance written approval. When submitting materials or reports that contain recommendations, the contractor shall explain or rank policy or action alternatives; describe procedures used to arrive at the recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; and detail the methods and considerations upon which the recommendations are based. The contractor shall not provide any legal services to EPA under the contract, absent express written advance approval from EPA's Office of General Counsel.

All contractor, subcontractor and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal and local Governments, business, industry and the general public. The badge shall contain the individual's name and the company's name and logo. The office space occupied by a contractor staff in any location that is also occupied by EPA employees shall be identified with the appropriate signs that include the contractor's name. When participating in any event and/or discussion (e.g. answering the telephone, participating as a panel member or speaker), the contractor staff shall verbally identify themselves as a contractor personnel so that there is no possible appearance of being EPA officials.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

REGULATION	NUMBER	DATE	TITLE
EPAAR	1552.232-73	(OCT 2000)	PAYMENTS-FIXED-RATE SERVICES CONTRACT

G.2 SUBMISSION OF INVOICES, ALTERNATE I (EPAAR 1552.232-70) (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

- (a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.
- (b) The contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal—Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The contractor may submit self-designed forms which contain the required information.
- (c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.
- (2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.
- (3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).
- (4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the

consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

- (d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.
- (e) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.
- (2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.
- (3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.3 CONTRACT ADMINISTRATION REPRESENTATIVES

Contracting Officer

Name: Lynette Gallion
 Address: USEPA Headquarters
 Ariel Rios Building
 1200 Pennsylvania Avenue, N. W.
 Mail Code: 3805R
 Washington, DC 20460
 Phone: (202) 564-4463
 Fax: (202) 567-2557
 Email: gallion.lynette@epa.gov

Contract Specialist

Name: Meghan Thomas
 Address: USEPA Headquarters
 Ariel Rios Building
 1200 Pennsylvania Avenue, N. W.
 Mail Code: 3805R
 Washington, DC 20460
 Phone: (202) 250-8640
 Fax: (202) 567-2557
 Email: thomas.meghan@epa.gov

Project Officer

Name: Danita Bowling
 Address: USEPA Headquarters
 Ariel Rios Building
 1200 Pennsylvania Avenue, N. W.
 Mail Code: 5105T
 Phone: (202) 566-2025
 Fax: (202) 566-1476
 Email: bowling.danita@epa.gov

G.4 TASK ORDER OMBUDSMAN

The Task Order Ombudsman for this contract is:

Name: Susan L. Moroni
 Address: U.S. Environmental Protection Agency
 Ariel Rios Building, MC: 3801R
 1200 Pennsylvania Avenue, N.W.
 Washington, D.C. 20460
 Phone: (202) 564-4321
 Fax: (202) 565-2473
 E-Mail: moroni.susan@epa.gov

G.5 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)

The Government shall deliver to the contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

The contractor submits a timely written request for an equitable adjustment; and the facts warrant an equitable adjustment.

Title to Government-furnished data shall remain in the Government.

The contractor shall use the Government-furnished data only in connection with this contract.

The following data will be furnished to the contractor on or about the time indicated:
As defined in individual task orders

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

REGULATION	NUMBER	DATE	TITLE
EPAAR	1552.203-71	(AUG 2000)	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER
EPAAR	1552.208-70	(DEC 2005)	PRINTING
EPAAR	1552.209-71	(MAY 1994)	ORGANIZATIONAL CONFLICT OF INTEREST
EPAAR	1552.209-73	(MAY 1994)	NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL
EPAAR	1552.211-79	(JAN 2012)	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT
EPAAR	1552.227-76	(MAY 1994)	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT
EPAAR	1552.235-70	(APR 1984)	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY
EPAAR	1552.235-79	(APR 1996)	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION
EPAAR	1552.237-75	(APR 1984)	PAPERWORK REDUCTION ACT
EPAAR	1552.239-70	(OCT 2000)	REHABILITATION ACT NOTICE

H.2 LIMITATION OF FUTURE CONTRACTING, ALTERNATE V (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (APR 2004)

- (a) The parties to this contract agree that the contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the contractor shall be free to compete for contracts on an equal basis with other companies.
- (b) If the contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime contractor or subcontractor under an ensuing EPA contract.
- (c) Unless otherwise authorized in writing by the Contracting Officer, during the life of this contract the contractor will be ineligible to:
 - (1) Enter into a contract for EPA Brownfields and Land Revitalization related work, including Brownfields and Land Revitalization remedial action work, or
 - (2) Enter into a financial arrangement or business relationship with an individual or company who may support or affect any efforts to influence policies, procedures, initiatives, or regulations relating to the contract statement of work.

- (d) The contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.
- (e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure.
- (f) The contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.
- (g) If the contractor seeks an expedited decision regarding its initial future contracting request, the contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.
- (h) A review process available to the contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.3 ANNUAL CERTIFICATION (EPAAR 1552.209-75) (MAY 1994)

The contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the contractor shall certify annually that, to the best of the contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to EPA. In addition, in this annual certification, the contractor shall certify that it has informed its personnel who perform work under EPA contracts or relating to EPA contracts of their obligation to report personal and organizational conflicts of interest to the contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the Contracting Officer. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the contract. The certification must be received by the Contracting Officer no later than 45 days after the close of the certification period covered.

H.4 UNPAID FEDERAL TAX LIABILITY AND FELONY CRIMINAL VIOLATION CERTIFICATION (EPA-2012-10) (APR 2012)

- (a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74), the contractor shall provide the contracting officer a certification whereby the contractor certifies:
 - (i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and
 - (ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY2012 contract funding.
- (c) The contractor has a continuing obligation to update the subject certification as required.

H.5 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

- (a) The contractor recognizes that contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.
- (b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.
- (c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

- (d) The contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.6 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)

- (a) In accordance with FAR 19.1202-4(a) and EPAAR 1552.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

<i>Contractor Targets</i>	<i>NAICS Industry Subsector(S)</i>	<i>Dollars</i>	<i>Percentage of Total Subcontracting Value</i>
Small Business	541620	As determined by Task Order(s) Awarded	(b)(4)
Small Disadvantaged Business	541620	As determined by Task Order(s) Awarded	
Women-Owned Small Business	541620	As determined by Task Order(s) Awarded	
HUBZone Small Business	541620	As determined by Task Order(s) Awarded	
Service Disabled Veteran Owned Small Business	541620	As determined by Task Order(s) Awarded	

- (b) The following specifically identified SDB(s) was (were) considered under the Section—SDB participation evaluation factor or sub-factor (continue on separate sheet if more space is needed):

(1)	(b)(4)
(2)	
(3)	
(4)	
(5)	
(6)	

The contractor shall promptly notify the Contracting Officer of any substitution of firms if the new firms are not SDB concerns.

- (c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation or as otherwise directed by the contracting officer.

H.7 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

- (a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:
- (1) The Contractor and Contractor's Employees shall:
 - (i) Use the confidential information only for the purposes of carrying out the work required by the contract;
 - (ii) Not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and
 - (iii) Return to the Contracting Officer all copies of the information, and any abstracts or excerpts there from, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.
 - (2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.
 - (3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.
 - (4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.
- (b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

H.8 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under

40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.9 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)

- (a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.
- (b) Except as indicated in paragraph (c) of this contract, the contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the contractor of review completion within thirty (30) calendar days after the contractor's transmittal to the Project Officer of material generated under this contract. If the contractor does not receive Project Officer notification within this period, the contractor shall immediately notify the Contracting Officer in writing.
- (c) The contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:
 - (1) The contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.
 - (2) The contractor shall include the following statement in a journal article which has not been subjected to EPA review:

Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred.

- (3) Following publication of the journal article, the contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.
- (d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

- (e) If the Government has completed the review process, but decides not to publish the material, the contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

H.10 TECHNICAL DIRECTION (EPAAR 1552.237-71) (AUG 2009)

- (a) *Definitions:* Contracting Officer Technical Representative (COTR) means an individual appointed by the Contracting Officer in accordance with Agency procedures to perform specific technical and administrative functions. Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the Contracting Officer to order work under a service contract.
- (b) The Contracting Officer Technical Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:
 - (1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and
 - (2) Evaluation and acceptance of reports or other deliverables.
- (c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer Technical Representative(s) does not have the authority to issue technical direction which:
 - (1) Requires additional work outside the scope of the contract or task order;
 - (2) Constitutes a change as defined in the "Changes" clause;
 - (3) Causes an increase or decrease in the estimated cost of the contract or task order;
 - (4) Alters the period of performance of the contract or task order; or
 - (5) Changes any of the other terms or conditions of the contract or task order.
- (d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The Contracting Officer will be copied on any technical direction issued by the Contracting Officer Technical Representative.
- (e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer Technical Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the Contracting Officer in writing within 3 days after receiving it and shall request that the Contracting Officer take appropriate action as described in this paragraph. Upon receiving this notification, the Contracting Officer shall:
 - (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
 - (2) Advise the contractor within a reasonable time that the Government will issue a written modification to the contract; or
 - (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.
- (f) A failure of the contractor and Contracting Officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.
- (g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the Contracting Officer Technical Representative, shall be at the contractor's risk.

H.11 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

- (a) The contractor shall assign to this contract the following key personnel:

Program Manager:

Project Manager(s):

Land Revitalization Specialist(s) 3:

(b)(4)

- (b) During the first ninety (90) days of performance, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The contractor shall notify the Contracting Officer within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the contractor shall submit the information required by paragraph (c) to the Contracting Officer at least fifteen (15) days prior to making any permanent substitutions.
- (c) The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.12 GOVERNMENT-CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUN 1999)

- (a) The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.
- (b) Contractor personnel under this contract shall not:
- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
 - (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other contractors under other EPA contracts, or become a part of the Government organization.
 - (3) Be used in administration or supervision of Government procurement activities.
- (c) Employee Relationship:

- (1) The services to be performed under this contract do not require the contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the contractor's personnel will act and exercise personal judgment and discretion on behalf of the contractor.
 - (2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.
- (d) *Inapplicability of employee benefits:* This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.
- (1) Payments by the Government under this contract are not subject to Federal income tax withholdings.
 - (2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
 - (3) The contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
 - (4) The contractor is not entitled to workman's compensation benefits by virtue of this contract.
 - (5) The entire consideration and benefits to the contractor for performance of this contract is contained in the provisions for payment under this contract.
- (e) *Notice.* It is the contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the contractor believes that the intent of this clause has been or may be violated.
- (1) The contractor should notify the Contracting Officer in writing promptly, within seven (7) calendar days from the date of any incident that the contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.
 - (2) The Contracting Officer will promptly, within fourteen (14) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
 - (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
 - (ii) Countermand any communication regarded as a violation,
 - (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
 - (iv) In the event the notice is inadequate to make a decision, advise the contractor what additional information is required, and establish the date by which it should be furnished by the contractor and the date thereafter by which the Government will respond.

H.13 EPA MEETINGS AND CONFERENCE SUPPORT

- (a) Services to be delivered under this contract by the contractor to the Government may include meeting and conference services for which hotel guest room, meeting space, and/or conference

space accommodations are necessary. The contractor shall insert the following language in their agreement with all hotel, meeting and conference services venues:

In the case of a conflict between the terms and conditions of (insert the hotel's agreement) and the terms and conditions of EPA Contract No. (insert contract number) Task Order No. (insert task order number) and all applicable Federal procurement statutes and regulations, the terms and conditions of EPA Contract No. (insert contract number) Task Order No. (insert task order number) and all applicable Federal procurement statutes and regulations will govern.

- (b) The contractor shall purchase environmentally preferable meeting and conference services to the greatest extent practicable. The provision EPARR 1552.223-71, EPA Green Meetings and Conferences, shall be applicable to all solicitations for meeting and conference services.

H.14 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.242-71) (JULY 2011)

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR 1542.15, the EPA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractors must register in CPARS in order to view/comment on their past performance reports.

H.15 CONTRACT DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference into this contract:

1. SUBCONTRACTING PLAN (Dated May 7, 2012)
2. QUALITY MANAGEMENT PLAN (Dated May 7, 2012)
3. ORGANIZATIONAL CONFLICT OF INTEREST PLAN (Dated May 7, 2012)
4. SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (Dated May 7, 2012)

H.16 CLAUSES NOT APPLICABLE TO TIME-AND-MATERIALS TASK ORDERS

During task order performance, the contractor shall adhere to all contract-level clauses applicable to task orders, however the following list of contract clauses do not apply to task orders that are Time-and-Materials (T&M) type:

REGULATION	NUMBER	DATE	TITLE
FAR	52.232-1	(APR 1984)	PAYMENTS
FAR	52.232-11	(APR 1984)	EXTRAS
FAR	52.232-8	(FEB 2000)	DISCOUNTS FOR PROMPT PAYMENT
FAR	52.243-1	(AUG 1987)	CHANGES – FIXED-PRICE (ALTERNATE I)
FAR	52.246-4	(AUG 1994)	INSPECTION OF SERVICES - FIXED-PRICE

FAR	52.249-2	(MAY 2004)	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
FAR	52.249-8	(APR 1984)	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

H.17 CLAUSES NOT APPLICABLE TO FIRM-FIXED-PRICE TASK ORDERS

During task order performance, the contractor shall adhere to all contract-level clauses applicable to task orders, however the following list of contract clauses do not apply to task orders that are Firm-Fixed-Price (FFP) type:

REGULATION	NUMBER	DATE	TITLE
FAR	52.216-7	(JUN 2011)	ALLOWABLE COST AND PAYMENT
FAR	52.232-7	(FEB 2007)	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
FAR	52.232-9	(APR 1984)	LIMITATION ON WITHHOLDING OF PAYMENTS
FAR	52.243-3	(SEP 2000)	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS
FAR	52.246-6	(MAY 2001)	INSPECTION – TIME-AND-MATERIALS OR LABOR-HOURS
FAR	52.249-6	(MAY2004)	TERMINATION (COST-REIMBURSEMENT)
EPAAR	1552.237-71	(AUG 2009)	TECHNICAL DIRECTION

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

REGULATION	NUMBER	DATE	TITLE
FAR	52.202-1	(JAN 2012)	DEFINITIONS
FAR	52.203-3	(APR 1984)	GRATUITIES
FAR	52.203-5	(APR 1984)	COVENANT AGAINST CONTINGENT FEES
FAR	52.203-6	(SEP 2006)	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
FAR	52.203-7	(OCT 2010)	ANTI-KICKBACK PROCEDURES
FAR	52.203-8	(JAN 1997)	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
FAR	52.203-10	(JAN 1997)	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
FAR	52.203-12	(OCT 2010)	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
FAR	52.203-13	(APR 2010)	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
FAR	52.203-14	(DEC 2007)	DISPLAY OF HOTLINE POSTER(S)
FAR	52.204-4	(May 2011)	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
FAR	52.204-7	(AUG 2012)	CENTRAL CONTRACTOR REGISTRATION
FAR	52.204-9	(JAN 2011)	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
FAR	52.204-10	(AUG 2012)	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
FAR	52.215-2	(OCT 2010)	AUDIT AND RECORDS - NEGOTIATION
FAR	52.215-8	(OCT 1997)	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
FAR	52.216-7	(JUN 2011)	ALLOWABLE COST AND PAYMENT
FAR	52.219-4	(JAN 2011)	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.
FAR	52.219-8	(JAN 2011)	UTILIZATION OF SMALL BUSINESS CONCERNS
FAR	52.219-9	(JAN 2011)	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)
FAR	52.219-16	(JAN 1999)	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN
FAR	52.219-25	(DEC 2010)	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING
FAR	52.219-28	(APR 2009)	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
FAR	52.222-3	(JUN 2003)	CONVICT LABOR
FAR	52.222-21	(FEB 1999)	PROHIBITION OF SEGREGATED FACILITIES
FAR	52.222-26	(MAR 2007)	EQUAL OPPORTUNITY
FAR	52.222-35	(SEP 2010)	EQUAL OPPORTUNITY FOR VETERANS

FAR	52.222-36	(OCT 2010)	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
FAR	52.222-37	(SEP 2010)	EMPLOYMENT REPORTS VETERANS
FAR	52.222-50	(FEB 2009)	COMBATING TRAFFICKING IN PERSONS
FAR	52.222-54	(JAN 2009)	EMPLOYMENT ELIGIBILITY VERIFICATION
FAR	52.223-6	(MAY 2001)	DRUG-FREE WORKPLACE
FAR	52.223-18	(AUG 2011)	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
FAR	52.223-19	(MAY 2011)	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS
FAR	52.225-13	(JUN 2008)	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
FAR	52.225-25	(NOV 2011)	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION
FAR	52.227-1	(DEC 2007)	AUTHORIZATION AND CONSENT
FAR	52.227-14	(DEC 2007)	RIGHTS IN DATA - GENERAL (ALTERNATE II)
FAR	52.227-17	(DEC 2007)	RIGHTS IN DATA - SPECIAL WORKS
FAR	52.227-23	(JUN 1987)	RIGHTS TO PROPOSAL DATA (TECHNICAL)
FAR	52.229-3	(APR 2003)	FEDERAL, STATE, AND LOCAL TAXES
FAR	52.230-2	(MAY 2012)	COST ACCOUNTING STANDARDS
FAR	52.230-3	(MAY 2012)	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
FAR	52.230-6	(JUNE 2010)	ADMINISTRATION OF COST ACCOUNTING STANDARDS
FAR	52.232-1	(APR 1984)	PAYMENTS
FAR	52.232-7	(FEB 2007)	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
FAR	52.232-8	(FEB 2002)	DISCOUNTS FOR PROMPT PAYMENT
FAR	52.232-9	(APR 1984)	LIMITATION ON WITHHOLDING OF PAYMENTS
FAR	52.232-11	(APR 1984)	EXTRAS
FAR	52.232-17	(OCT 2010)	INTEREST
FAR	52.232-20	(APR 1984)	LIMITATION OF COST
FAR	52.232-22	(APR 1984)	LIMITATION OF FUNDS
FAR	52.232-23	(JAN 1986)	ASSIGNMENT OF CLAIMS
FAR	52.232-25	(OCT 2008)	PROMPT PAYMENT
FAR	52.232-33	(OCT 2003)	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
FAR	52.233-1	(JUL 2002)	DISPUTES - (ALTERNATE I)
FAR	52.233-3	(AUG 1996)	PROTEST AFTER AWARD
FAR	52.233-4	(OCT 2004)	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
FAR	52.237-3	(JAN 1991)	CONTINUITY OF SERVICES
FAR	52.242-3	(MAY 2001)	PENALTIES FOR UNALLOWABLE COSTS
FAR	52.242-13	(JUL 1995)	BANKRUPTCY
FAR	52.242-15	(APR 1984)	STOP-WORK ORDER (ALTERNATE I)
FAR	52.243-1	(AUG 1987)	CHANGES - FIXED-PRICE (ALTERNATE I)
FAR	52.243-3	(SEP 2000)	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS

FAR 52.243-7	(APR 1984)	NOTIFICATION OF CHANGES
FAR 52.244-6	(DEC 2010)	SUBCONTRACTS FOR COMMERCIAL ITEMS
FAR 52.245-1	(AUG 2010)	GOVERNMENT PROPERTY
FAR 52.245-9	(AUG 2010)	USE AND CHARGES
FAR 52.246-25	(FEB 1997)	LIMITATION OF LIABILITY - SERVICES
FAR 52.248-1	(OCT 2010)	VALUE ENGINEERING
FAR 52.249-2	(MAY 2004)	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
FAR 52.249-6	(MAY 2004)	TERMINATION – (ALTERNATE IV)
FAR 52.249-8	(APR 1984)	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
FAR 52.253-1	(JAN 1991)	COMPUTER GENERATED FORMS

I.2 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall—
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 ORDERING (FAR 52.216-18) (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the schedule. Such orders may be issued from August 14, 2012 through August 13, 2017.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The contractor is not obligated to honor—
 - (1) Any order for a single item in excess of \$ 10,000,000;
 - (2) Any order for a combination of items in excess of \$ 10,000,000; or
 - (3) A series of orders from the same ordering office within ninety (90) calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) calendar days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 ORDERING – BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)

- (a) The Government will order any supplies and services to be furnished under this contract by issuing task orders on Optional Form 347, or any agency prescribed form, from August 14, 2012 through August 13, 2017. In addition to the Contracting Officer, the following individuals are authorized ordering officers:
Any EPA Contracting Officer warranted in the Superfund Regional Procurement Operations Division
- (b) A Standard Form 30 will be the method of amending task orders.
- (c) The contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.
- (d) If the contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.
- (e) Each task order will have a ceiling price, which the contractor may not exceed. When the contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the contractor shall notify the Ordering Officer.

- (f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

I.6 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the schedule. The quantities of supplies and services specified in the schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the schedule up to and including the quantity designated in the schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after 365 calendar days beyond the expiration date of the contract.

I.7 SUBCONTRACTS (FAR 52.244-2) (OCT 2010)

- (a) *Definitions.* As used in this clause - "Approved purchasing system" means a contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR). "Consent to subcontract" means the Contracting Officer's written consent for the contractor to enter into a particular subcontract. "Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contractor or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on un-priced contract actions (including un-priced modifications or un-priced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—
 - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
 - (2) Is fixed-price and exceeds—

- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
 - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the contractor has an approved purchasing system, the contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:
None
- (e) (1) The contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
- (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or

- (3) To relieve the contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor that, in the opinion of the contractor, may result in litigation related in any way to this contract, with respect to which the contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(b)(4)



I.8 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the contractor within thirty (30) calendar days before the expiration date of the contract.

I.9 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

<http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

Attachment Number	Attachment Title
Attachment 1:	Statement of Work
Attachment 2:	Invoice Preparation Instructions

ATTACHMENTS

**STATEMENT OF WORK
(Attachment 1)**

OFFICE OF BROWNFIELDS AND LAND REVITALIZATION ANALYTICAL AND TECHNICAL SUPPORT

STATEMENT OF WORK

I. BACKGROUND

On January 25, 1995, EPA announced the EPA Brownfields Economic Redevelopment Initiative (Brownfields Initiative). The Brownfields Initiative is designed to empower States, cities, Tribes, communities, and other stakeholders in economic redevelopment to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse Brownfields. Brownfields are property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Brownfields properties are generally not traditional Superfund sites as they are not highly contaminated and present lesser health risks.

The EPA Brownfields program is authorized under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601 et seq.) as amended by the Small Business Liability Relief and Brownfields Revitalization Act signed on January 11, 2002, (Pub. L. 107-118). CERCLA establishes broad authority for the Government to respond to problems posed by releases or threats of release of a hazardous substance, pollutant, or contaminant. CERCLA also imposes liability on those responsible for releases and provides authority to undertake enforcement and abatement action against responsible parties. Funding for the Brownfields Program is authorized under:

- Section 104 (k) of CERCLA, as amended 42 U.S.C. §9604(d)(1)
- Section 128 (A) of CERCLA, as amended 42 U.S.C. §9601 (39)
- Section 8001 of RCRA: RCRA Corrective Action - Subtitle C and Municipal Solid Waste - Subtitle D
- EPA's Annual Appropriations Acts

Responsibility for the management and implementation of the response portion of the Brownfields and Land Revitalization Programs is vested principally in the Office of Brownfields and Land Revitalization (OBLR) and its regional counterparts. OBLR's mission is supported by numerous offices throughout the Agency (e.g., Office of General Counsel and Office of Enforcement and Compliance Assurance). Financial management of the program is the responsibility of the EPA Comptroller and the Agency's Financial Management Division. OBLR expects this contract to serve other outside offices (e.g., Innovation, Partnerships, and Communication Office (IPCO) and Office of Underground Storage Tanks (OUST)) that also focus on waste-related and revitalization issues.

II. PURPOSE OF THE BROWNFIELDS AND LAND REVITALIZATION PROGRAMS

EPA's Brownfields Program is designed to empower states, communities, and other stakeholders in economic redevelopment to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse Brownfields. A Brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant and may include properties contaminated by petroleum, controlled substances and mine scarred land. The mission of EPA's Land Revitalization Program is to restore land and other natural resources into sustainable community assets that maximize beneficial economic, ecological and social uses and ensure the protection of human health and the environment. EPA's Brownfields and Land

Revitalization Programs provide financial and technical assistance for Brownfields and Land Revitalization activities through an approach based on four main goals:

- **Protecting the Environment** – Addressing Brownfields to ensure the health and well-being of America's people and environment.
- **Promoting Partnerships** – Enhancing collaboration and communication essential to facilitate Brownfields cleanup and reuse.
- **Strengthening the Marketplace** – Providing financial and technical assistance to facilitate assessment, cleanup and sustainable reuse of Brownfields sites by the private sector.
- **Sustaining Reuse** – Redeveloping Brownfields to enhance a community's long-term quality of life.

The Brownfields Program focuses on providing funding for assessment, cleanup, revolving loan fund, research, training and technical assistance, and job training grants; initiating partnerships with key stakeholders; clarifying liability and cleanup issues; and implementing job development and training programs. OBLR works with States, cities, Federally recognized Indian Tribes, community representatives, other Federal agencies, and other stakeholders to implement the many Brownfields commitments and initiatives.

III. SCOPE

The scope of this contract is for the contractor to provide technical, analytical, and administrative support to OBLR and their regional counterparts as described in the Task Areas of this Contract Statement of Work (SOW). OBLR may also direct the contractor to provide training and technical assistance to nonfederal organizations and individuals. The contractor shall furnish all resources necessary to:

- Perform all work described in the Task Areas of this SOW.
- Perform all work assigned through Task Orders under this contract.
- Perform contract management functions and meet all other contract terms and conditions.

The contractor shall furnish all resources including the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the contract SOW, to carry out the specific tasks identified in task orders and to perform management functions including meetings with EPA representatives to review issues, problems and performance as directed by EPA. Requirements for deliverables, their delivery schedule and their acceptance criteria will be specified in applicable task orders.

The contractor shall support OBLR's initiatives including, but not limited to, sector-based, related environmental pilot programs and community initiatives such as portfields, mine-scarred lands, railfields, USTfields-petroleum contaminated Brownfields, RCRA Brownfields prevention, watershed, land revitalization, area-wide planning, clean air/Brownfields partnership, green buildings, housing/residential reuse of Brownfields sites, smart growth, sustainable development approaches, groundwork trust and environmental justice.

The contractor shall provide relevant information and alternative approaches to EPA on technical issues as directed by EPA. All information provided shall be supported by its underlying analysis.

IV. Task Areas

The following are general task areas serve as the foundation for specific task orders under this contract. Reports, analyses, recommendations and other deliverables shall be in compliance with applicable minimum quality requirements specified in the SOW.

Task Area 1 Technical Research and Analytical Support

The contractor shall provide technical assistance and analytical support to OBLR for a variety of activities and deliverables pursuant to the mission of the Brownfields and Land Revitalization Programs. This includes compilation, coordination, and documentation of technical data on a variety of areas that impact the Brownfields and Land Revitalization Programs such as assessment, cleanup, training, grants, planning, environmental justice, area-wide planning, tribal, state, financial, economic development, sustainability, health, social, and other environmental and science issues.

Tasks that may be performed under this task area include, but are not limited to the following:

- Conduct research and data collection on potential and emerging issues affecting brownfields and land revitalization activities.
- Conduct analysis and evaluation on potential and emerging issues affecting brownfields and land revitalization activities.
- Prepare briefing materials, draft and final reports of the findings or research analysis.
- Assist in records management, as requested by EPA.

Task Area 2 Program Evaluation Support

The contractor shall provide support to OBLR and its program areas for evaluation of existing policies and procedures in terms of function, effectiveness and options for improvements; collecting input from a broad array of stakeholders.

Tasks that may be performed under this task area include, but are not limited to the following:

- Evaluate Agency policies and procedures in terms of function, effectiveness, and conformance.
- Coordinate, analyze and document program activities.
- Identify issues and analyze response action data to assist OBLR program areas in developing more streamlined processes.
- Develop and prepare briefing materials, prepare draft and final reports of findings from program evaluation.

Task Area 3 Communications and Outreach Support

The contractor shall support OBLR and the Regions in the development, planning, and implementation of its communications activities and community relations.

Tasks that may be performed under this task area include, but are not limited to the following:

- Prepare communication tools, such as, fact sheets, videos, success stories, state profiles, annual reports and multimedia presentations.

- Develop communications material in formats suitable for online posting and other electronic and transmission methods.
- Conduct community interviews and present written findings to OBLR and the Regions for use in developing an understanding of local concerns and desired involvement.
- Analyze and document information on community relations policies for OBLR, other Headquarter offices and the Regions use in the development of guidance to the Regions on community involvement and updating existing guidance.
- Research, fact-find, and document information for OBLR, other Headquarters offices and the Regions to use to:
 - Conduct public education activities.
 - Develop public/scientific documents.
 - Coordinate outreach to stakeholder groups.
 - Prepare public education materials that describe various aspects of the Brownfields Program.
 - Prepare materials that describe EPA's implementation of guidance.
 - Disseminate information in hard copy and/or electronic format relating to the Brownfields program.
- Provide support for public meetings and other opportunities for public outreach
- Maintain a photo archive for use by EPA in its public documents.
- Translation service, develop educational materials and outreach to Hispanic and Asian Pacific Islander communities.

Task Area 4 Web Communications Support

The contractor shall provide technical support to OBLR for the maintenance, operation and enhancement of the Brownfields and Land Revitalization Programs internet and intranet. The contractor shall assist OBLR on all Web-related issues and Web site management and provide support in accordance to all EPA and Federal Web guidelines.

Tasks that may be performed under this task area include, but are not limited to the following:

- Perform day to day Web area maintenance.
 - Ensure timely posting of new material or updates to existing Web area content.
 - Ensure proper functionality of links, pages, and all other Web area content.
 - Respond to ad-hoc requests for changes to Web area content.
 - Maintain logs for all activities to document requested changes.
- Develop, design and code Web content including, but not limited to, electronic bulletin boards, Web pages, e-mails and newsletters.
- Revise/reorganize existing Web pages in such a way that it makes the information easier to find and in greater conformance with Agency guidance.
- Assess, recommend and implement innovative approaches to using the Internet and/or similar systems as an outreach tool for the Brownfields and Land Revitalization Programs.

Task Area 5 Data Analysis and Survey Support

The contractor shall analyze and prepare draft responses to a wide range of technical questions from sources such as EPA senior management, other federal agencies, the White House, Congress, stakeholders and public and private interest groups and organizations using the information available from the ACRES data system and any successor information management systems; and other existing EPA data bases such as the Comprehensive Environmental Response, Compensation, and Liability

Information System (CERCLIS); Integrated Financial Management System (IFMS); Integrated Grants Management System (IGMS); Resource Conservation and Recovery Information System (RCRIS). The contractor shall also conduct management studies; develop projections; communicate program accomplishments; participate in meetings and briefings; provide background information for Freedom of Information Act Requests; compile information for EPA use in responding to Congressional requests.

Tasks that may be performed under this task area include, but are not limited to the following:

- Analyze and develop draft performance measures and reports on these measures regarding the Brownfields Program and other revitalization arenas. This may include analysis of information collected from program participants, historical trends, data gaps, briefings, and areas for improvement.
- ACRES, the successor system to the Brownfields Management System (BMS), allows EPA's Regional Brownfields staff to access and analyze information in the database for their region. The contractor shall assist EPA regional staff in conducting data analysis. The contractor shall prepare reports and communications material to illustrate the results of these analysis.
- The ACRES data system requires regional staff to perform direct data entry and quality assurance assistance to grantees. The contractor shall provide data analysis and quality assurance support to EPA's regional staff.
- Use ACRES to perform technical analysis; the technical difficulty of which can range anywhere from elementary (a few hours to complete), to complex (a few days to complete). The contractor shall:
 - present results, reports and analysis;
 - maintain a library of completed analyses and reports;
 - distribute EPA approved reports to various groups and individuals designated by EPA, if requested by EPA; and
 - file and index documents.
- Collect, compile, and distribute raw data from ACRES to selected individuals and organizations identified by the Brownfields program.
- Develop, administer, collect and compile surveys; summarize, tabulate and report on findings, make recommendations; distribute to entities designated by EPA.
- Provide analysis, valuation and modeling of data available across Department of Transportation, Department of Housing and the Economic Development Administration programs.
- Provide geographic information system technical support to support planning efforts.

Task Area 6 Guidance Support

The contractor shall support OBLR to develop and update guidance documents to be used by the Government to communicate program policies, procedures and initiatives to a diverse constituency.

- Review and analyze Agency guidance, directives, program policies and procedures.
- Research, gather, analyze and prepare data for OBLR, other offices and the Regions to use in developing and/or revising Brownfields manuals and guidance document that identify program goals, priorities and initiatives.
- Research, collect, and review available information on the guidance topic.
- Identify actions taken at individual Brownfields sites.
- Interview EPA Headquarters and Regional staff, and other appropriate personnel identified by EPA.

- Develop, analyze and present a comprehensive range of options for EPA consideration and approval including recommended improvements to OBLR program documents and procedural guidance aids.
- Incorporate Headquarters and Regional revisions on draft manuals and documents. Prepare draft and final documents upon receipt of OBLR final review and approval.
- Disseminate guidance and policy materials upon final approval by EPA officials.

Task Area 7 Training Support and Technical Assistance for Federal and Nonfederal Organizations and Individuals

The contractor shall provide technical support for training and technical workshops for instruction and orientation in various aspects of OBLR programs. Audiences may include Federal, regional, state, tribal, business, facility owners and operators, and the public.

Tasks that may be performed under this task area include, but are not limited to the following:

- Identify and contact potential attendees.
- Prepare, update and maintain attendee registration and mailing lists.
- Identify potential meeting locations and facilities.
- Secure, reserve and manage usage of meeting space at facility selected by EPA.
- Identify and block hotel accommodations upon direction by EPA.
- Develop and update training programs and technical workshops.
- Prepare and update training materials such as agenda, manuals, brochures and handouts.
- Develop multi-media presentation materials.
- Provide instructors (who are subject matter experts) to conduct training.
- Provide personnel to take notes during training sessions.
- Prepare, distribute and collect training evaluation forms.

Task Area 8 Program Planning and Reporting

The contractor shall support OBLR in preparing for management and implementation planning meetings. The contractor shall plan for and analyze information from brownfields data management systems, including ACRES, for use in progress and accomplishments reporting.

Tasks that may be performed under this task area include, but are not limited to the following:

- Retrieve, analyze, report and document data using information from existing brownfields systems and tools in support of brownfields accomplishment reporting activities.
- Analyze methods and evaluate program planning and processes.
- Recommend potential process improvements for OBLR consideration and implementation.

Task Area 9 Legislative and Regulatory Support

The contractor shall provide support to OBLR in the development and analysis of legislative and regulatory proposals. The contractor shall provide support to OBLR for Congressional hearings and inquiries.

Tasks that may be performed under this task area include, but are not limited to the following:

- Provide background research for use by EPA in the development of draft regulations, and legislation.
- Provide regulatory impact analyses including cost/benefit analyses.

- Categorize, analyze, and develop summaries of public comments on regulatory and legislative proposals.
- Develop recommendations on responses to those comments for EPA's consideration and final decision.
- Analyze legislative proposals related to activities of the Brownfields and Land Revitalization Programs.

Task Area 10 Facilitation, Meeting and Conference Support

The contractor shall provide facilitation and logistical support to OBLR for meetings, workgroups and conferences. The contractor shall provide facilitation and support for smaller meetings and conferences, as directed by EPA.

The contractor shall provide facilitation and support for Brownfields National Conference, one held every 2 years as directed by EPA, entailing considerable logistical effort and massive registration and work with numerous cosponsoring organizations including a "lead" nonfederal cosponsor that receives EPA financial assistance; attendance of approximately 5000 people.

Tasks that may be performed under this task area include, but are not limited to the following:

- Prepare, update and maintain attendee registration and mailing lists.
- Develop and implement an on-line conference registration system that allows for the payment of conference registration fees by registrants.
- Establish a system for the collection of registration fees to be used to cover conference costs.
- Identify potential conference and affiliated meeting locations and facilities.
- Secure, reserve and manage usage of meeting space at facility selected by EPA.
- Identify hotel accommodations for conference upon direction by EPA; negotiated appropriate hotel blocks and contracts to support anticipated conference attendees.
- Implement and manage on-line and on-site conference registration systems.
- Collect registration fees.
- Coordinate development of the federal portion of technical programs, as requested by EPA.
- Develop agenda and design outreach materials including conference packages, fact sheets and success stories.
- Provide facilitation support and monitor panel sessions, as requested by EPA.
- Provide note taking support and prepare proceedings in either written or electronic formats, as directed by EPA.
- Prepare draft and final summary of meeting or sessions.
- Arrange for audio visual, graphic, multi-media support, signage, and conference space set-up support, (carpeting, draperies, rental of furniture, computer equipment, phones, faxes, modems, etc.)
- Provide administrative and technical assistance in support of the OBLR Brownfields Exhibit Booth.
- Prepare, distribute and collect evaluation forms.
- Work with federal and non-federal cosponsors to ensure coordination of all activities.

Some of the services the contractor will provide to EPA in support of the National Conference may be on a "no cost" basis, for which the contractor may be compensated from attendee and/or exhibitor fees. Please note that the offerors must agree to bear the risk, without recourse to EPA, that the fees they

collect will be adequate to cover the costs of providing the services that will be financed with attendee and/or exhibitor fees.

Services to be provided on a "no cost" basis may include:

- Attendee registration, collect registration fees, track registrants, manage on-site registration, print and distribute name badges, create database of attendees and associated mailing list.
- Rent audio visual equipment and staff associated personnel to set up, monitor, and break down all equipment.
- Prepare necessary signage for the conference.
- Management of OBLR's exhibit booth at the conference.

Task Area 11 Program Implementation Support

The contractor shall support OBLR in exploring, developing and implementing Brownfields and Land Revitalization Program initiatives.

Tasks that may be performed under this task area include, but are not limited to the following:

- Provide support for projects to increase the effectiveness, efficiency and equity of brownfields and land revitalization activities.
- Provide support for projects to establish and enhance public, private and non-profit stakeholders capability to conduct brownfields and land revitalization activities.
- Provide support to public, private and non-profit stakeholders for innovative, pilot or experimental brownfields and land revitalization projects.
- Provide support to EPA regions, integration of initiatives into a broader strategic context.
- Identify and evaluate new and creative approaches to partnerships.
- Identify, evaluate and suggest new strategies for brownfields training and job development initiatives.
- Conduct analysis and evaluation on public, private and non-profit stakeholders needs on assessment of properties and cleanup efforts, and technical and financial assistance.
- Prepare briefing materials, draft and final reports on new, creative and suggested approaches to brownfields and land revitalization initiatives including public, private and non-profit stakeholder needs.
- Provide brownfields planning expertise, including area-wide planning, and land use planning,.
- Provide support to track the amount of direct or in-kind contract assistance provided to specific brownfields projects.
- Facilitate the inventory of Brownfields related activities including brownfields sites, site assessments, remediation of Brownfields sites, community involvement, and/or site preparation

INVOICE PREPARATION INSTRUCTIONS
(Attachment 2)

OFFICE OF BROWNFIELDS AND LAND REVITALIZATION ANALYTICAL AND TECHNICAL SUPPORT

INVOICE PREPARATION INSTRUCTIONS

SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor – identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates – identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts – identify the major cost elements for each subcontract.

Other Direct Costs – when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) – identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) – identify by item the quantities, unit prices, and total dollars billed.

Travel – when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor – identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts – identify the major cost elements for each subcontract.

Other Direct Costs – when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates – identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment – identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software – identify by item the quantities, unit prices, and total dollars billed.

Travel – when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which

were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. **NOTE:** All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher re-submittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** – show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.
- (2) **Contract Number** – insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.

- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouched costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

Agreement for Email Submission of Contract Invoices
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The Environmental Protection Agency (EPA) Research Triangle Park Finance Office (RTP-FC) has developed a program that will allow contractors to submit their contract invoices to the Environmental Protection Agency ["EPA" or "Agency"] Finance Center via email. In order for a contractor to submit their invoices via email, the following release agreement must be signed by a duly authorized representative of the contractor and returned to RTP-FC, and/or the contract terms currently in force must allow for electronic invoicing in the award or modifications. As a part of the release and/or award terms, the contractor agrees to submit invoices subject to the invoicing procedures attached. The contractor should ensure that contract terms are fulfilled concerning submission of invoice copies to the Contracting Officer's Representative and Contracting Officer since the email submitted to RTP-FC will not be forwarded to them. This agreement remains in force until it is terminated or rescinded or applicable sections are modified by EPA.

Release of Liability:

I certify that I, _____ (Name) am the
 _____ (Official Title) of the contractor,
 _____ (Company Name) and that I have full and
 complete authority to sign the following Release Agreement and to bind the contractor,
 _____ (Company Name), to its terms and conditions. The
 contractor understands that there are risks inherent with the electronic email submission of invoices,
 including, but not limited to, the release of confidential business information. The contractor hereby
 releases the Environmental Protection Agency of any liability with regard to such risks and will make no
 claims against the Agency if the contractor is harmed as a result of submitting an electronic invoice. The
 contractor understands that the Agency will not intentionally forward email submissions to potential
 competitors of the contractor and will be used solely for invoice payment processing purposes. The
 contractor understands that it is not required to submit invoices electronically via email and this release
 only applies to those invoices submitted electronically via email.

The contractor therefore understands and accepts the inherent risks of electronically transmitting sensitive data. The contractor further agrees that it will follow the invoicing procedures (copy attached) for any invoices that it chooses to submit electronically. This release applies to all invoices submitted as designated in the procedures below. Further, this release applies to ALL contracts (both current and future) for the contractor listed above.

Please reference current active contract numbers and DUNS _____:

 Name (Signature)

 Date

Electronic/Email Submission Invoicing Procedures

- (1) Send invoices to: **DDC-KInvoices@epa.gov (Note: this is for contract invoicing only and not small purchases)**. No follow-up hardcopy for the Finance Center is required. All other requirements for the PO and CO should be continued per the contract terms.
- (2) Please put the Contract No., Invoice No., and Task Order No. in the SUBJECT line of the email. Example: I_68w09999_234B_00005.pdf If multiple invoices are attached, please put the Contract No. only. If multiple invoices, please limit number of attachments/invoices to 10 per email. Please submit separate emails per contract.
- (3) Email body:
 - a. Submit no correspondence in the body of the email and do not include any attachments which are not invoices.
 - b. Provide all relevant information within each invoice attachment. Invoice page 1 must be the first page of image.

It is suggested that the following statement be included in email body:

“NOTICE: this email data is for the designated recipient only and may contain privileged or confidential information. If you have received it in error, please notify the sender immediately and delete the original. Any unauthorized use of this email is prohibited.”

- (4) Invoices must be in PDF format and attached to the email. A separate attachment for each invoice is required. If scanned, the size should be standard 8.5 x 11.
- (5) Each invoice must be signed by a representative of the contractor that is fully and completely authorized to sign on behalf of the contractor. The representative must also print their name, direct dial phone number, and email address as a point of contact (POC).
- (6) **Attachment file name protocol is very important (invoice may be rejected if .pdf naming protocol is incorrect).**

Please submit using the following attachment name fields separated by underscores:

Contract number Field is 8 digits (for non-EPA contracts we use the first two digits and the last six digits)

Invoice number Field is 11 digits. Please do not exceed 11 digits per invoice #.

However any invoice which exceeds the 11 digits will be entered using the 11 digits starting from the right. Numbers should not begin with a zero or with a special character. Invoice #s should not include an underscore or a ‘/’.

Order number Field is 5 digits (if no order #, please enter ‘00000’ or simply end with the .pdf)

Fields for contract #, invoice # and order # should be separated by underscores.

Examples: I_EPXX9999_STB-300_00001.pfd
 I_68XX0000_7.pdf (no order number required)
 I_261D00XX_54678994999_00000.pdf (using zeros as placeholders; no order number required)
 I_GSF0440G_B345_01100.pfd
 I_EPW01111_1.pdf

- (7) Receipt of invoice by EPA: An auto reply will be sent per email; it will not include the previously sent email, but will reference the SUBJECT line of the email. Therefore it is important to include the contract number in the SUBJECT line. If for some reason the EPA cannot accept electronic invoicing from the contractor, the contractor will be notified as soon as such an event is known. The reasons for non-acceptance includes, but is not restricted to, viruses or server problems. The contractor is required to contact RTP-FC immediately if submissions are rejected. If RTP-FC is unable to accept electronic invoice submissions from the contractor, the contractor must submit its invoices following standard procedures.
- (8) Receipt date for invoices will be the date RTP-FC retrieves and successfully opens the invoice attachments. If invoices are sent on a weekend or federal holiday, or after 3 p.m. (EST or EDT) on a regular work day, the receipt will be dated for the next business day.
- (9) Submitted invoices which do not conform to these procedures may be determined to be an inappropriate submission and are subject to rejection.
- (10) No request for status of payment should be sent to the DDC-KInvoices@epa.gov email box. The email box is strictly for submission of invoices only.